

TANGLED TRANSACTIONS.

Confusing Complications Taken Before the Supreme Court.

SOME REAL ESTATE DEALS.

Suits on Various Contracts That Were Not Fulfilled.

Three-Cornered Real Estate Dispute, in Which Lynch & Glassman and Kelsey & Gillespie Take Part—Court Notes.

The territorial supreme court met at the usual hour yesterday morning, with Chief Justice Zane, and Associate Justices Miner, Smith and Barlett present.

Opinions were handed down as follows: J. H. Myers, appellant, vs. L. B. Adams et al., from the Fourth district court; opinion by Associate Justice Smith.

This action was instituted by the plaintiff, who was the assignee of the payee of certain checks issued by one John H. Hedderman, drawn on the defendant, the Utah National Bank, and the fact alleged was as follows: The defendant, the Board of Education, was engaged in building a school house in Ogden, and defendants, Carr & Callahan, were the original contractors. Hedderman was a sub-contractor of the first degree and the assignee of the plaintiff were workmen employed by him. Defendant Adams was a member of the board of education and also of the defendant bank. It was alleged that under their contract Carr & Callahan from the beginning of their work regularly every two weeks received an estimate from the architect in charge of the building and the board paid Carr & Callahan 80 per cent. of the estimate and they in turn paid a similar per cent. to Hedderman, who deposited the same in the Utah National bank and then drew checks on it to pay his employees. These checks were regularly paid on presentation and the estimate was continued for about six months, where Hedderman deposited his money and drew checks as usual to the amount of \$375.80. All of these checks were assigned to the plaintiff and also the claims of several assignors for wages due. Plaintiff then presented the checks to the bank for payment, and same was refused on the ground that Hedderman had assigned the contract to them and that they had appropriated the last money paid thereon as their own. Plaintiff prayed for an accounting between Carr & Callahan and Hedderman, and that the money paid into the bank by the latter be declared a trust fund for the payment of the checks assigned to him.

The board of education, L. B. Adams and the Utah National Bank, all denied the complaint on the usual ground, and the demurrers were sustained. Plaintiff then appealed.

Justice Smith found no error in the record and affirmed the decision of the lower court. Chief Justice Zane and Associate Justice Barlett concurred.

A REAL ESTATE TANGLE.

Archer C. Fisk, appellant, vs. Sidney Stevens, from the Fourth district court; opinion by Associate Justice Barlett.

The suit was brought in the court below by Joseph Clark, as assignee of a note and mortgage executed by W. B. Swan and wife in favor of W. H. Stowell, to foreclose the same, and the present appellant and respondents were defendants in the transaction. The respondents, who were defendants below, filed cross-complaints and each asked for a sale of the mortgaged property, and that Fisk, the present appellant, be decreed to pay whatever deficiency might remain after an application of the proceeds in payment of the note. Judgment was entered accordingly and Fisk appealed. The suit was the outgrowth of a badly tangled up real estate deal at Ogden.

Justice Barlett was unable to discover any material error in the rulings and judgment of the trial court, and hence affirmed the decision. Chief Justice Zane concurred.

THE FOLLOWING CASES WERE ARGUED AND SUBMITTED:

A THREE-CORNERED CASE.

John W. Goldthait, plaintiff and appellant, vs. John T. Lynch and William Glassman, defendants and appellees, and Lewis P. Kelsey, James E. Gillespie and W. J. Crowther, defendants and respondents, appeal from the Third district court.

This case appears to be slightly mixed. On November 3, 1887, Lynch & Glassman entered into a written contract with Goldthait to sell him certain real estate for \$3,450, and to furnish him with a warranty deed to the same within thirty days, and Goldthait paid them \$100 as earnest money. Lynch & Glassman did not own the property, but they secured a contract from Crowther, who did own it, to convey the property to them within thirty days from date, Nov. 3, 1887. Ten days later Crowther and his wife deeded the property to Glassman, with full knowledge of Goldthait's contract with Lynch & Glassman, and that the latter purchased the property in order that they might fulfill their contract.

It also appears that in September preceding these transactions, Kelsey & Gillespie had obtained from Crowther a thirty days' option on the property, which time had expired according to the manner which Crowther viewed it. As soon as Kelsey & Gillespie learned of the transaction between Lynch & Glassman, and that Crowther had deeded the property to the latter. He brought suit against Crowther for a specific performance of the alleged contract which had been entered into between them. (This suit was tried in January, 1889, and judgment rendered in favor of the defendant.) On Dec. 3, 1887, owing to the pending of Kelsey & Gillespie's suit, Lynch & Glassman extended the contract with Goldthait for thirty days by mutual consent, and it was again conveyed to him on Jan. 2, 1888. Finally Lynch & Glassman declined to extend the contract further and Goldthait made a tender of performance on his part and demanded that they convey the property to him, at the same time tendering \$1,900 in cash.

This was refused, but he paid any money he wanted and tendered a warranty deed conveying the property to Goldthait but he refused it because of Kelsey & Gillespie's suit. Subsequently Glassman deeded the property back to Crowther. Goldthait then brought suit against Lynch & Glassman asking for specific performance, or if it could not be granted, that he be awarded damages in the sum of \$35,000.

Upon a hearing in the lower court judgment was rendered in favor of Goldthait against Lynch & Glassman for \$2,607, but denying the specific performance. The stock was purchased by the plaintiff for the use of the defendant, and to his credit, and the defendant had the right to direct such purchases and sales. Defendant further alleged that the plaintiff followed his directions in several instances, whereby he was damaged in the sum of \$13,000, and hence demanded a judgment.

ON ITS THIRD TRIAL.

T. R. Jones vs. William J. Galligher, appellant, from the Third district court. The original complaint on this action was filed on January 16, 1879. The plaintiff alleged that he had advanced at the defendant's special request and request the sum of \$6,223.30, and demanded judgment in that amount with interest. The defendant alleged in brief that he and the plaintiff were dealing in mining stocks. The stock was purchased by the plaintiff for the use of the defendant, and to his credit, and the defendant had the right to direct such purchases and sales. Defendant further alleged that the plaintiff followed his directions in several instances, whereby he was damaged in the sum of \$13,000, and hence demanded a judgment.

On its third trial, the court rendered judgment in favor of the plaintiff for the sum of \$6,223.30, with interest.

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LEONARD IS DEAD.

The Coroner Will Hold an Inquest at the Post Today.

A Thorough Investigation of the Affair to Be Made by the Civil Authorities—Bills Discharged.

Joe W. Leonard, the man who was shot at Fort Douglas, died at 9:20 a. m. yesterday, having lived forty hours after his fatal wound. Such remarkable vitality is rarely ever witnessed, and men usually die sooner from smaller wounds than a ball through the body and both lungs.

Coroner Taylor was notified immediately after the death occurred, and went up to the Fort. The inquest is set for 10 o'clock this morning, but the coroner says that, owing to the complicated state of the case, it may require a day or two to come to a verdict after the inquest is begun. Some hitherto unknown facts may be explained in the examination, which would add interest to the affair.

After the verdict is rendered, the United States district attorney will take up the case, provided the coroner's jury finds a crime has been committed, and a lot of household goods are involved in the suit.

Public feeling has grown stronger, if anything, since the death of Leonard, many indignation protests against such a deed being heard on all sides.

The old comrades of the dead man expressed a desire to attend to the burial, and the coroner said he could have no objection. They will, therefore, have charge of the funeral this afternoon at the Fort.

Bills is Discharged. Alexander Bills, who was arrested by Sheriff McQueen on Tuesday evening, charged with maintaining a nuisance at his home in South Jordan precinct, by allowing the carcasses of dead sheep to decay upon his premises, came up for trial before Commissioner Norrell yesterday, but was discharged upon the advice of the county attorney. It appeared that Bills cleaned his premises before he received the notice to do so, upon this ground the complaint was withdrawn. Bills claims that the matter was greatly exaggerated in the first place.

Slugged a Chinaman. The James H. Walker company filed an attachment suit against McLaughlin & Co., of Park City, in the Third district court yesterday, to collect \$685 alleged to be due for merchandise. A similar action was filed against the same defendants by Goldsmith & Co. to collect \$485.30 now due for merchandise and \$146.38 which will be due on Sept. 8.

A Trench Digger's Claim. John Hamkinson has begun a damage suit in the sum of \$200 against the Michigan Pipe company, alleging that he was injured while working in a trench for the defendants and that the said injury was the result of their negligence. The action is brought in Justice Hall's court.

Probate Court Orders. Judge Blair made the following orders in the probate court yesterday:

Estate of John D. Shaktleton, deceased; order made continuing family allowance heretofore made.

Estate of Robert Patterson, deceased; will admitted to probate and Agnes S. Patterson appointed administratrix with the will annexed; order of publication of notice to creditors; appraisers appointed.

Estate of Mary C. Brown, deceased; order made admitting will to probate and Orson Rummel appointed executor without bonds.

Estate of Herman Hyde, deceased; order made requiring executor to file an account not later than June 28.

The North Pole and Equator. Are not more widely distinct than the standard tonic, stimulant and alterative, Hostetter's Stomach Bitters, and the cheap and very local bitters which circulate upon the shelves of the unscrupulous vendors of cheap and inferior medicines.

The latter are usually composed of a mixture of half rectified alcohol, with some wretched drug combined to disguise their real flavor, and are perfectly ruinous to the coats of the stomach. Hostetter's Stomach Bitters, on the contrary, has for its basis choice spirits of absolute purity, and this is modified and combined with medicinal extracts of rare excellence and botanical origin, which both invigorate and regulate the bowels, stomach and liver. They effect a radical change in the disordered physical economy, which is manifested by a speedy improvement in the general health.

Nineteen Millions. "Grand Republic" cigars were sold in 1891.

Strength and Health. If you are not feeling strong and healthy, try Dr. Price's Pink Pills. It has left you weak and weary, use Electric Bitters. This remedy acts directly on the liver, stomach and kidneys, gently and healthfully, and restores their functions. If you are afflicted with sick headache, you will find speedy and permanent relief by taking Electric Bitters. It will convince you that this is the remedy you need. Large bottles 50c., at A. C. Smith & Co.'s Drug Store.

The Slip of a poisonous snake is but a slight remove from being more dangerous than the poison of scrofula in the blood. Ayer's Sarsaparilla purifies the vital fluid, expels all poisonous substances and supplies the elements of life, health and strength.

Follow the Great Crowd. To 7 and 9 Main street, People's Equitable Co-op and get your share of the great bargains. Do you know we are closing out?

Garfield Beach Trains. Effective June 1, and until further notice, trains between Salt Lake and Garfield Beach will run as follows:

Leave Salt Lake. Arrive Garfield Beach. Leave Garfield Beach. Arrive Salt Lake.

Leave Salt Lake. Arrive Garfield Beach. Leave Garfield Beach. Arrive Salt Lake.

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five cars of Bullion-Bark, two of Sampson, three of Dalton & Lark; the Pioneer received thirty-six tons of Climax, 122 tons of Diamond, ten tons of North East Chance, and twenty-six tons of Old Jordan and Galena.

A KANSASVILLE FORGER.

Several Merchants Victimized by a Smooth Young Crook.

KANSASVILLE, June 14.—The festive forger has been getting in his work on merchants in this locality. H. J. Sheffield, of this place, and W. A. Hyde & Co., of Layton, being the victims.

A little over a week ago a young man purchased about \$2 worth of goods at Sheffield's store and offered in payment a check for \$15, drawn on the Deseret National bank, in favor of William Jones, with the name of Jacob M. Secrist, a prominent Farmington man, attached.

In the course of commercial transactions the check was deposited with the Barnes Banking company, of this place, and by them was remitted to the Deseret National bank, where it was returned, as Mr. Secrist had no account with them.

The fellow passed a check of the same amount on W. A. Hyde & Co. This one was also signed by Jacob M. Secrist, but it was drawn on the Davis county bank of Farmington, and when it was presented for payment the forgery was discovered.

The Barnes Banking company lost nothing, as the money was not sent to the victimized party, who was not the person who was doing the forger's work.

A comparison of the handwriting on the checks with that of Mr. Secrist shows the work was done by an adept forger.

The length of time that elapsed before the forgery was discovered makes it improbable that the fellow will be captured.

A Matrimonial Doom. Cupid's agent was kept busy yesterday in the county clerk's office, ten couples having demanded the necessary documents to secure matrimonial bills. The couples are: Charles L. Evans and Christine Jensen; John Hoopes and Isabelle Horne; Abraham H. Stevenson and Josephine D. Clawson; Joseph S. Larson and Clara Pugsley; all of Salt Lake; Ed Nelson and Ellen Drake of West Jordan; John Varley of Salt Lake and Bella Winegar of Bountiful; George Hatchell of Mill Creek and Annie Adams of Murray; John W. Kyle and Mary E. Sherman of Aspen, Colorado; John Gorman and Kate Lundy of Salt Lake. Judge Blair said the words that made the last married couple husband and wife.

Do Not Be Deceived. Persons with weak lungs—who are constantly coughing—about a year ago a fellow named Charles L. Evans and another between the shoulder blades during cold weather. Remember they always strengthen and never weaken the part to which they are applied. Do not be deceived by imagining any other plaster like them—they are not—may look like it, but looks deceive. Insist always on "Medicated" name, and Duckworth's is the only reliable plaster ever produced.

One thousand pieces of dress goods; were 25c. go for a nickel a year. People's Equitable Co-op close out sale.

Hygienic the healthiest, mineral water at the Chicago Liquor House.

Reduced Rates to Points East Via the Union Pacific.

Effective June 6, the following reduced rates will be in effect via the Union Pacific railway:

To Denver and Pueblo, 1st class, 2d class. To Denver and Pueblo, 1st class, 2d class. To Denver and Pueblo, 1st class, 2d class.

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Mr. L. B. Hamilton, of Augusta, Me., says: "I do not remember when I began to take Hood's Sarsaparilla; it was several years ago, and I have found it does me a great deal of good in my declining years."

I am 91 Years
2 months and 21 days old, and my health is perfectly good. I have no aches or pains about me.

Hood's Sarsaparilla
replenishes my bowels, stimulates my appetite, and helps me to sleep well. I don't if a preparation ever was so well suited to the wants of old people."

L. B. HAMILTON,
814 Street, Augusta, Me., Sept. 26, 1891.

Hood's PILLS are a mild, gentle, painless, safe and efficient cathartic. Always reliable.

DR. GUNN'S
LIVER
PILLS
ONLY ONE
FOR A DOSE

A WORD TO LADIES.
These pills are so different in taste, smell and action from others, that they might be called a medicated confection. Ladies suffering from headaches and those with salivary complaints who cannot take ordinary pills are delighted with them. They make the skin beautiful, free from blotches and pimples. Sold by Dr. J. C. Smith, 222 So. 2nd St., St. Louis, Mo.

For Sale by Godde Pitts Drug Co.

KENNEDY'S
EAST INDIA
BITTERS

BEST
REMEDY
FOR
Dyspepsia,
Biliousness,
Impure Blood.

Sold only in Bottles with Trade Mark Label.

A FAMILY
TONIC

KENNEDY'S
EAST INDIA
BITTERS

Valuable in
Malaria,
Fever,
Constipation,
Etc.

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